

Muslum Levent,
5 Yennicock Ave Port Washington, NY, 11050 (Updated Address)
muslumlevent1@gmail.com
Civil Case #: 2:22-cv-00065-GRB-ARL

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ JAN 08 2024 ★
LONG ISLAND OFFICE

December 26th, 2023

Dear Honorable Judge Gary R. Brown,

I trust this letter finds you in good health and spirits. I am writing to address the recent developments in the legal proceedings surrounding the lawsuit for wage violation in which I am currently named as the defendant.

I would like to express my sincere apologies for any inconvenience caused by the returned court letters to the restaurant address. Unfortunately, the closure of my restaurant, prompted by **unforeseen health challenges**, led to the redirection of these letters. My lawyer due to my inability to provide the finances dropped the case. Regrettably, the financial repercussions of the closure also led to the withdrawal of my legal representation, leaving me temporarily unable to actively defend myself in the case.

Upon realizing the complications arising from the returned letters, I took immediate action to rectify the situation. After engaging in a discussion with the court secretary, **I promptly updated my address** to ensure that any future correspondence would reach me at my new address.

I also want to bring to the court's attention that I sought assistance from several free attorneys available online, but none were willing to take on my case. Despite my efforts to secure legal representation, the challenges in finding pro bono assistance have further complicated my ability to navigate this legal matter effectively.

I understand the importance of timely communication in legal matters and genuinely regret any delays or complications that may have ensued. I assure the court that my intention is to cooperate fully and transparently with the legal proceedings.

Upon Mr. Jose's employment with my company, **he presented no documentation** to verify his legal status or eligibility for employment. In an effort to comply with employment laws and regulations and to ensure transparency in wage transactions, I implemented a procedure **requiring Mr. Jose to sign a weekly acknowledgment of his received wages.**

During the course of his employment, I encountered challenges related to Mr. Jose's undocumented status, and there were instances where **he attempted to use intimidation tactics**. Mr. Jose, **under the pretense that the judge would not believe me as the owner**, engaged in behavior aimed at influencing the proceedings to his advantage. These

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attempts at intimidation occurred during a period of heightened tension during the height of the COVID-19 pandemic and further complicated the circumstances surrounding his employment.

I want to bring to the court's attention the unique challenges my business faced during the Covid-19 pandemic. The government's distribution of stimulus checks made it exceptionally difficult to find available workers, a predicament shared by many in the industry. **During this period, Mr. Jose leveraged the uncertainties and difficulties associated with the pandemic as a means of intimidation, using it to threaten and coerce me.**

It is crucial for the court to understand the broader context in which these events transpired, as the pandemic created unprecedented challenges for small businesses like mine. **The prospect of underpaying employees, including Mr. Jose, during a time when the government was providing financial relief, is inconceivable and runs counter to our business ethos.**

The claims made in **Articles 21 and 27** of the complaint assert that **Mr. Jose worked 66 hours** per week, which is demonstrably false. Our restaurant work shifts include lunch breaks, and for him to work for 66 hours would have to mean that he would be working for 7 days without breaks which makes absolutely no sense and shows his insane attempt to stretch and exaggerate his nonsensical and false claim. As per the legal requirements governing working hours in New York, the reported duration of 66 hours per week is not feasible. It is evident that this assertion is an attempt to fabricate working conditions and presents an inaccurate portrayal of the employment arrangement.

Furthermore, in **Article 21**, it is stated that our restaurant operates from 10 AM to 10 PM. However, this is inaccurate, as our operational hours have consistently been from 11 AM to 9 PM. This misrepresentation is crucial to our defense, as it underscores potential inaccuracies in other aspects of the plaintiff's claims.

Additionally, the complaint asserts that Mr. Jose worked with me since 2015, which is patently false and a lie. His employment with my company commenced in 2019, and I can provide documentation to substantiate this fact. For arguments to show his absurd lie hypothetically speaking, If Mr. Jose was to have worked for us since 2015 which he in no way did, why would he decide to wait and sue me so much later. Once again adding to the bold face lie of his claim.

These discrepancies highlight a pattern of inaccuracies in the plaintiff's claims, casting doubt on the overall credibility of the allegations against me. I believe it is crucial for the court to be aware of these inconsistencies when evaluating the veracity of the complaint.

I kindly request the court's careful examination of the evidence presented, considering not only the challenges posed by **Mr. Jose's undocumented status and attempts at intimidation but also the inaccuracies and lies within the plaintiff's claims.**

I believe it is crucial for the court to consider additional information that has come to light regarding the plaintiff, Mr. Jose. **A close acquaintance of Mr. Jose informed me that he has a pattern of purposely working off the books, receiving cash payments, and later leveraging this as a means to either demand more money from the owner or threaten them with legal action. This behavior has been observed in his prior work experiences, where many owners, in an attempt to avoid the associated complications, have yielded to his demands simply to avoid further trouble. I was also shockingly notified by his acquaintance that Mr. Jose told him that when he wins this case then he would take the money and return to his country.**

As a proud resident of this great nation, my journey in establishing a small take-out restaurant was inspired by a **deep commitment to uphold the values and rules that define the United States.** I started my career as a waiter, transitioning into various blue-collar roles, and I have carried these experiences with me throughout my professional life. As a legal resident within this great nation for many years I have always paid my taxes and have never taken the cheap road.

I have a few questions for Mr. Jose, if he has ever paid a single penny in taxes to this country?

Specifically during the pandemic, in the food and beverage industry it was very difficult to find employees which meant the opportunity to work for other employers would be very easy and quick to find a job, why would Mr. Jose decide to continue working with me if the claim he makes is true?

Why has no one else besides Mr. Jose who has worked for me ever had a complaint of wages?

I want the court to be aware that throughout my career, **I have had numerous employees who have been more than content with me as their employer. Creating a positive and respectful work environment has always been a priority for me, and I have received positive feedback from employees who appreciated my commitment to fair employment practices.**

This pattern of behavior raises serious questions about the credibility and motivations behind the current lawsuit. **It is evident that Mr. Jose has a history of using legal threats as a tool to extract financial concessions from his employers.**

Thank you for your dedication to justice. I assert my absolute innocence in this matter and trust in the court's ability to fairly assess the evidence presented.

With all my sincerity,

Muslum Levent (Levent Company Ltd. President)

A handwritten signature in black ink, appearing to read 'Muslum Levent', is written over the typed name and title.



**Department of
Taxation and Finance**

OPTS – CT Dissolution Unit
W A Harriman Campus, Albany NY 12227-0852

Consent date: 9/29/2023

Filed by:
LEVENT COMPANY, LTD.
1380 OLD NORTHERN BLVD
ROSLYN NY 11576-2127

****Important****

Do not respond to the NYS Tax Department. See page 2 for filing instructions and mailing address for the NYS Department of State.

Consent to Dissolution of a Corporation

New York State Department of Taxation and Finance - Corporation Tax

To the Secretary of State

LEVENT COMPANY, LTD.

Pursuant to provisions of the Business Corporation Law, Article 10, section 1004, the Commissioner of Taxation and Finance hereby consents to the dissolution of the above named corporation.

This consent is effective until 12/26/2023

By: _____ Office of the Director

The Certificate of Dissolution must be received and filed by the NYS Department of State before this date.

For the Commissioner of Taxation and Finance

1:15



 shish kebab grill open..  

All Shopping Images Maps Videos Ne

⊙ Results for **Roslyn, NY** • Choose area ⋮

(D B A) **Shish Kebab Grill**
4.4 ★★★★★ (140) • \$\$
Turkish Restaurant

Opening hours ^
Sunday 11AM–9PM
Monday 11AM–9PM
Tuesday 11AM–9PM
Wednesday 11AM–9PM
Thursday 11AM–9PM
Friday 11AM–9PM
Saturday 11AM–9PM

ⓧ Never
open
10 AM to 10 PM

More about Shish Kebab Grill >

 Shish Kebab Grill ⋮
<https://www.shishkebabgrillrestaurant.c...>

Shish Kebab Grill - Food delivery -





CARDMEMBER SERVICES
P.O. BOX 15548
WILMINGTON, DE 19886-5548

1-866-252-5777

Monday - Friday, 8 a.m. - 10 p.m. EST

We accept operator relay calls



58078 RCT 056 001 32423 NNNNNNNNNNNN STL086

MUSLUM LEVENT
5 YENNICOCK AVE FL 1
PORT WASHINGTON NY 11050

November 19, 2023



324532000200108148000100000020

Action Needed: Please review this offer to pay your account for less than the unpaid balance

Your account ending in 7358
Unpaid Balance: \$55,196.52

Dear Muslum Levent:

We want to offer you an opportunity to pay less than the unpaid balance. You can save \$35877.74. We will accept \$19318.78 to reduce the account balance to zero and stop further collection activities.

Here are the options

1. Make one payment of \$19318.78 by 12/17/2023, or
2. Make a first payment of \$9659.39 by 12/17/2023 and a second payment of \$9659.39 by 01/16/2024.

Please contact us within 30 days of the date of this letter

If you can't make the payments within these timeframes, please call us to discuss other options.

This agreement is not complete until we finalize it in our system, which could take up to 10 days after your last agreement payment has cleared.

Three Easy Ways to Pay



chase.com
or the Chase Mobile® app



1-866-252-5777



Chase Card Services
PO Box 6294
Carol Stream, IL 60197-6294

Sincerely,

Customer Support Team

Year-end tax information: If required by the IRS, we'll report the amount of cancelled debt to you on an IRS Form 1099-C (Cancellation of Debt) in the appropriate tax year. You may want to ask your tax/financial advisor, call the IRS at 1-800-829-1040, or visit IRS.gov for information about how this may affect you.

New York City Residents

New York City consumer regulations require us to request your language preference. If you have not already done so, please advise us of your language preference by calling us at 1-866-252-5777 or writing us at the address referenced on this letter. Please note that written communications will only be available in English or Spanish.

District of Columbia Residents

You might have income or resources that are protected from being taken by debt collectors. These might include certain sources of income, funds, or property, including, but not limited to, Social Security, Supplemental Security Income (SSI), disability or unemployment benefits, veteran's benefits, or child support payments. If you believe your property or income may be protected, you may wish to seek legal advice, including at a legal services provider or legal aid office, before paying this debt.



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P.O. BOX 15548
WILMINGTON, DE 19886-5548

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5 YENNICOCK AVE FL 1
PORT WASHINGTON NY 11050

November 19, 2023



32453200020010814900001000000020

Action Needed: Please review this offer to pay your account for less than the unpaid balance

Your account ending in 8742
Unpaid Balance: \$19,658.73

Dear Muslum Levent:

We want to offer you an opportunity to pay less than the unpaid balance. You can save \$12778.17. We will accept \$6880.56 to reduce the account balance to zero and stop further collection activities.

Here are the options

1. Make one payment of \$6880.56 by 12/17/2023, or
2. Make a first payment of \$3440.28 by 12/17/2023 and a second payment of \$3440.28 by 01/16/2024.

Please contact us within 30 days of the date of this letter

If you can't make the payments within these timeframes, please call us to discuss other options.

This agreement is not complete until we finalize it in our system, which could take up to 10 days after your last agreement payment has cleared.

Three Easy Ways to Pay



chase.com
or the Chase Mobile® app



1-866-252-5777



Chase Card Services
PO Box 6294
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Notice and Acknowledgement of Pay Rate and Payday/Aviso y reconocimiento de la tarifa de pago y del día de pago
Under Section 195.1 of the New York State Labor Law/En virtud del Artículo 195.1 de la Ley de Trabajo del estado de Nueva York
Notice for Hourly Rate Employees/Aviso para los empleados con tarifas por hora

1. Employer Information/Información del empleador

Name/Nombre:

Doing Business As (DBA) Name(s)/Nombre comercial:

FEIN (optional)/FEIN (opcional):

Physical Address/Dirección física:

Mailing Address/Dirección postal:

Phone/Teléfono:

2. Notice given/Aviso entregado:

- ☐ At hiring/En la contratación
- ☐ Before a change in pay rate(s), allowances claimed or payday/Antes del cambio en la tarifa de pago, asignaciones reclamadas o día de pago

3. Employee's rate of pay/Tarifa de pago del empleado:\$ 12 per hour/por hora**4. Allowances taken/Asignaciones tomadas:**

- ☐ None/Ninguna
- ☐ Tips/Propinas _____ per hour/por hora
- ☐ Meals/Comidas _____ per meal/por comida
- ☐ Lodging/Alojamiento _____
- ☐ Other/Otro _____

5. Regular payday/Día de pago regular: _____**6. Pay is/El pago es:**

- ☐ Weekly/Semanal
- ☐ Bi-weekly/Bisemanal
- ☐ Other/Otro _____

7. Overtime Pay Rate/Tarifa de horas extras:

\$ _____ per hour/por hora (This must be at least 1½ times the worker's regular rate with few exceptions.)/(esto debe ser por lo menos 1 ½ veces la tarifa regular del trabajador, con algunas excepciones).

8. Employee Acknowledgement/Aceptación del empleado:

On this day I have been notified of my pay rate, overtime rate (if eligible), allowances, and designated pay day on the date given below. I told my employer what my primary language is./En este día, he sido notificado sobre mi tarifa de pago, la tarifa de horas extras (si soy elegible), las asignaciones y el día de pago designado en la fecha que se presenta a continuación. Le informé a mi empleador cuál es mi idioma principal.

Check one/Seleccione una opción:

☐ I have been given this pay notice in English because it is my primary language./Se me proporcionó este aviso de pago en inglés porque ese es mi idioma principal.

☒ My primary language is/Mi idioma principal es _____. I have been given this pay notice in English only, because the Department of Labor does not yet offer a pay notice form in my primary language./Se me proporcionó este aviso de pago en inglés únicamente porque el Departamento de Trabajo aún no ofrece el formulario de aviso de pago en mi idioma principal.

Print Employee Name/Nombre del empleado en letra de molde

x José Zaldívar
 Employee Signature/Firma del empleado

09-02-2019
 Date/Fecha

Muslum Levant president
 Preparer's Name and Title/Nombre y puesto del preparador

The employee must receive a signed copy of this form. The employer must keep the original for 6 years./El empleado debe recibir copia firmada de este formulario. El empleador debe conservar el original durante 6 años.

Please note: It is unlawful for an employee to be paid less than an employee of the opposite sex for equal work. Employers also may not prohibit employees from discussing wages with their co-workers./Tenga en cuenta lo siguiente: Es ilegal que a un empleado se le pague menos que a un empleado del sexo opuesto por el mismo trabajo. Los empleadores tampoco les pueden prohibir a los empleados que hablen de sus salarios con los compañeros de trabajo.

SMISH KEBAB GRILL

Employee Name: <u>JOSE ZALDIVAR</u> <u>MARCH 2021</u>											
Days	Date	In	Out	Work Hrs	In	Out	Work Hrs	In	Out	Work Hrs	Total Hrs
Mon	3-15	11	3	4	5	9	4				8
Tue	3-16	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Wed	3-17	11	3	4	5	9	4	OFF	OFF	OFF	8
Thu	3-18	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Fri	3-19	11	3	4	5	9	4	OFF	OFF	OFF	8
Sat	3-20	11	3	4	5	9	4				8
Sun	3-21	11	3	4	5	9	4				8
Total											40
Above indicated hours are my actual work hours.							Signature: (X) <u>JOSE ZALDIVAR</u>				
Regular Hours		Reg. Hourly \$		Total Regular \$		Grand Total Weekly \$					
40		14		560							
Overtime Hours		O/T Hourly \$		Total Overtime \$		I have received above weekly pay in full Signature: (X) <u>JOSE ZALDIVAR</u>					

SHISH KEBAB GRILL

Employee Name: <u>Hase Zaldívar</u>							<u>MARCH 2021</u>				
Days	Date	In	Out	Work Hrs	In	Out	Work Hrs	In	Out	Work Hrs	Total Hrs
Mon	3.22	11	3	4	5	9	4				8
Tue	3.23	off	off	off	off	off	off	off	off	off	off
Wed	3.24	11	3	4	5	9	4				8
Thu	3.25	off	off	off	off	off	off	off	off	off	off
Fri	3.26	11	3	4	5	9	4				8
Sat	3.27	11	3	4	5	9	4				8
Sun	3.28	11	3	4	5	9	4				8
Total											40
Above indicated hours are my actual work hours.							Signature: (X) <u>José Zaldívar</u>				
Regular Hours	Reg. Hourly \$	Total Regular \$		Grand Total Weekly \$							
40	14	560									
Overtime Hours	O/T Hourly \$	Total Overtime \$		I have received above weekly pay in full Signature: (X) <u>José Zaldívar</u>							

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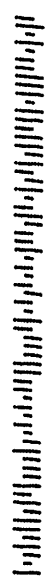
MUSLUM LEYENT
Yennico Ave
Port Washington NY 11050



PORT
NY 11050
JAN 05 2024
\$5.25
R2304M111605-02

RECEIVED
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
JAN 08 2024

To: Judge Gary R. Brown
100 Federal St
P.O. Box 9014
Central Islip, NY 11722
W/V 1/8



41722-901414